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**WHEREAS**, Motorola is the sole supplier of radio equipment for the City of Little Rock; and,

**WHEREAS**, the City's Motorola Smartnet Trunked Radio system is being upgraded by Motorola Solutions, Inc.; and,

**WHEREAS**, as a part of this upgrade, the Little Rock Police Department is in need of seven (7) additional channel licenses, Reconstruction and Organizer software licenses and the addition of ADP Encryption software upgrade, for a total cost of One Hundred Forty-Nine Thousand, Four Hundred Eighty-Seven and 97/100 Dollars (\$149,487.97), which includes appropriate taxes; and,

**WHEREAS**, competitive bidding should be waived and the contract awarded to Motorola Solutions, Inc., as the sole source vendor for all components needed to complete this communications infrastructure upgrade project in order to maintain a consistent and comprehensive radio system for the Little Rock Police Department;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:**

**Section 1.** The Board of Directors finds that competitive bidding should be dispensed with regarding the upgrade of the City's Motorola Smartnet Trunked Radio system, and the contract for such upgrade should be awarded to Motorola Solutions, Inc. as the sole source vendor for all components needed to complete this communications infrastructure upgrade project in order to maintain a consistent and comprehensive radio system for the Little Rock Police Department.

**Section 2.** The City Manager is hereby authorized to dispense with competitive bidding and to enter into a contract with Motorola Solutions, Inc. for the upgrade of the City's Motorola Smartnet Trunked Radio system. This upgrade includes seven (7) additional channel licenses, Reconstruction and Organizer software licenses and the addition of ADP Encryption software upgrade, for a total cost of One Hundred

Forty-Nine Thousand, Four Hundred Eighty-Seven and 97/100 Dollars (\$149,487.97), which includes appropriate taxes.

**Section 3.** Funding for this sole source contract is available from Account Number 326529-TF52L02.


**Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the ordinance.

**Section 5. Repealer.** All ordinances and resolutions, and parts thereof, which are in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

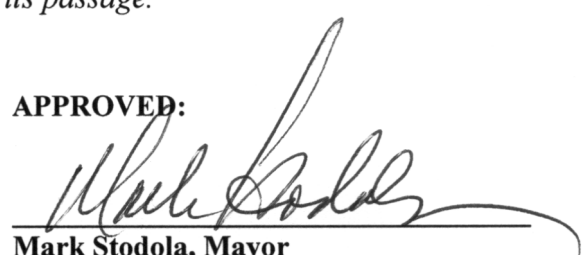
**Section 6. Emergency Clause.** *The need for the Motorola equipment is essential to public health, safety and welfare; an emergency is; therefore, declared to exist and this ordinance shall be in full force and effect from and after the date of its passage.*

**ADOPTED: January 21, 2014**

**ATTEST:**

  
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Susan Langley, City Clerk

**APPROVED:**

  
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Mark Stodola, Mayor

**APPROVED AS TO LEGAL FORM:**

  
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Thomas M. Carpenter, City Attorney

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